

EXHIBIT 5

The Code of Conduct and Employee Handbook Acknowledgement Form

DAVID SMITH

The Code of Conduct and Employee Handbook Acknowledgement Form

UNITEDHEALTH GROUP CODE OF CONDUCT: OUR PRINCIPLES OF ETHICS & INTEGRITY

I understand that it is of the highest importance to UnitedHealth Group Incorporated and its affiliated companies and subsidiaries ('UnitedHealth Group' or 'Company') to conduct its business and operations in compliance with applicable law and sound business ethics. I understand that it is my obligation to comply with UnitedHealth Group's Code of Conduct ('Code'), including the obligation to report to the Company any violations of the law, the Company's contractual obligations, or any of the Company's policies, including the Code. I will carry out my responsibilities for UnitedHealth Group in accordance with the applicable law and the Company's contracts and policies.

I understand the most current version of the Code is available on the Compliance and Ethics Web site on Frontier, UnitedHealth Group's intranet and on UnitedHealth Group's Internet site (<http://www.unitedhealthgroup.com/~media/UHG/PDF/About/UNH-Code-of-Conduct.ashx>). I also understand that I am responsible for reviewing the Code promptly upon my employment with UnitedHealth Group, whenever I have questions about appropriate business conduct, and at least annually during my employment.

EMPLOYEE HANDBOOK

I also acknowledge that I am responsible for reading the UnitedHealth Group Employee Handbook ('Employee Handbook') promptly upon beginning employment with the Company. I understand this document contains important information regarding the general employment policies of the Company and my obligations as an employee. I will carry out my responsibilities for UnitedHealth Group in accordance with the applicable policies set forth in the Employee Handbook.

I understand that the most current version of the Employee Handbook is available on Frontier (from Frontier, select HRdirect, then Policies and Procedures) or on the Internet (go to (<https://hrdirect.unitedhealthgroup.com>), then select Policies and Procedures). I also understand that I am responsible for reviewing the Employee Handbook promptly upon my employment with UnitedHealth Group, whenever I have questions about employment related matters, and at least annually during my employment. If, for any reason, I do not have access to the online Employee Handbook, I will request that my manager provide me with this information.

AT-WILL EMPLOYMENT

I understand that the provisions in the Employee Handbook are guidelines, and, except for the provisions of the Employment Arbitration Policy, do not establish a contract or any particular terms or conditions of employment between UnitedHealth Group and myself. None of the policies constitute or are intended to constitute a promise of employment. I further understand that UnitedHealth Group may periodically, at its discretion, change, rescind, or add to any policy, benefit or practice with or without prior notice.

I understand that the employment relationship is 'at will' and is based upon the mutual consent of UnitedHealth Group and myself. Accordingly, I agree that UnitedHealth Group or I may terminate the employment relationship at any time and for any reason, with or without notice or prior discipline. I understand that only the Chief Executive Officer, the Executive Vice President of Human Capital, or the Senior Vice President of Employee Relations, in a written and signed document, has the authority to make a binding contract or promise relating to employment or to modify "at-will" employment for any employee under any circumstance.

SPECIAL ACKNOWLEDGEMENTS

I acknowledge that I will specifically review the policies referenced below promptly upon beginning employment with UnitedHealth Group and I agree to abide by these policies:

Sexual and Other Harassment

Harassment based on age, race, gender, color, religion, national origin, disabilities, genetic information, marital status, covered veteran status, sexual orientation, gender identity and/or expression, status with respect to public assistance, or any other characteristic protected under state, federal or local law is prohibited in any form at the workplace, at work related functions, anywhere UnitedHealth Group employees are performing their jobs, or anywhere outside of work if such conduct affects the workplace. Employees who believe they are being harassed must immediately report the incident to their manager, HRdirect, or the Compliance & Ethics HelpCenter. Retaliation against any employee who reports a suspected incident of harassment in good faith is strictly prohibited. I understand UnitedHealth Group's prohibition against harassment, the procedure for reporting incidents of harassment, and UnitedHealth Group's prohibition against retaliation, and I agree to abide by these policies.

Confidentiality and Data Security

I acknowledge that in carrying out my assigned responsibilities as an employee of UnitedHealth Group, I may be given access to sensitive, confidential, proprietary and/or trade secret information owned by UnitedHealth Group and others. Such information includes the following, by way of example: inventions, new product or marketing plans, business strategies and plans, detailed financial information and pricing information, computer programs, models and data bases (including, without limitation, source codes), designs, analytical models, customer lists and customer information, supplier and vendor lists, and supplier and vendor information.

I further acknowledge that I may be given access to physician, provider and member specific data or information that is considered sensitive and confidential by such persons and UnitedHealth Group.

I agree that I will not disclose or use this sensitive, confidential, proprietary or trade secret information at any time, either during or after my employment, except at the request of UnitedHealth Group. I also understand that this sensitive, confidential, proprietary and trade secret information includes not only that information which is contained in written or digitized Company documents but also includes all such information which I may commit to memory during the course of my job. Nothing in this policy prohibits me from making disclosures that are protected under law or reporting violations of state or federal law or regulation to governmental agencies or entities.

I understand that UnitedHealth Group may provide me with access to e-mail, telephone extensions and the Internet for the purpose of performing the duties and responsibilities of my position. I acknowledge that UnitedHealth Group may monitor both the volume and content of my e-mail, telephone and Internet transmissions in a manner consistent with federal and state laws.

OWNERSHIP OF INVENTIONS & WEB PROPERTIES

I agree to assign (both during and after my employment with UnitedHealth Group) and hereby assign to UnitedHealth Group all rights, titles and interests I may have in any invention, computer program, discovery, idea, writing, improvement, process, technique or other works (collectively called "Inventions") whether or not patentable or registrable under copyright or similar statutes, created or conceived by me, either alone or jointly with others, during my employment with UnitedHealth Group that:

- relates in any manner to the actual or anticipated business, research, or development of UnitedHealth Group;
- results from work assigned to or performed by me for UnitedHealth Group; and/or
- is conceived of or made with the use of UnitedHealth Group systems, equipment, supplies, materials, facilities, computer programs, confidential information and/or trade secret information.

I will, both during and after my employment, promptly disclose in writing to UnitedHealth Group (either to HRdirect or via email sent to iplegal@uhg.com) any interest I may have in any Invention created or conceived by me, either alone or jointly with others, during my employment with UnitedHealth Group. I will also promptly disclose in writing to UnitedHealth Group any interest I may have in any Invention created or conceived by me, either alone or jointly with others, prior to employment with UnitedHealth Group that relates to the actual or anticipated business, research, or development of UnitedHealth Group.

Further, I agree to transfer and assign (both during and after my employment with UnitedHealth Group), and do hereby assign to UnitedHealth Group all rights, titles, and interests in and to any domain name or social media account (collectively called "Web Properties") registered or owned by me that:

- was registered with the intent to be used by UnitedHealth Group; and/or
- relates in any manner to, or is used to comment on, the actual or anticipated business of UnitedHealth Group; and/or
- contains a registered or common law trademark of UnitedHealth Group.

I will at all times, even after termination of my employment, do whatever UnitedHealth Group reasonably requests of me to assign any Inventions and/or Web Properties to UnitedHealth Group that were created, conceived, or registered by me, either alone or jointly with others, during my employment with UnitedHealth Group and to assist UnitedHealth Group in securing rights in the Inventions and/or Web Properties, including but not limited to filing patent applications.

This agreement does not apply to Inventions that meet all of the following criteria:

- No UnitedHealth Group equipment, supplies, facilities, proprietary or trade secret information was used in its creation;

It was developed entirely on my own time;

- At the time of conception or reduction to practice it does not relate directly to UnitedHealth Group's business;
- At the time of conception or reduction to practice, it does not relate to UnitedHealth Group's actual or demonstrably anticipated research or development; and
- It does not result from any work performed by me for UnitedHealth Group.

PROHIBITION AGAINST HIRING AND RECRUITING

During my employment with UnitedHealth Group and for the one-year period following termination of my employment, I agree that I will not, directly or indirectly, hire or employ any employee of UnitedHealth Group, or recruit, solicit or induce (or in any way assist another in recruiting, soliciting or inducing) any employee or consultant of UnitedHealth Group to terminate his or her employment or other relationship with UnitedHealth Group.

I also acknowledge that this covenant and the above restriction on using the Company's sensitive, confidential, proprietary and trade secret information are necessary to protect the legitimate business interests of the Company and to avoid disruption of the Company's business.

REVISIONS

No revisions to this Acknowledgement are effective unless agreed to in writing by an officer of the Company.

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BOSTON -- 1325 BOYLSTON ST

Date Received: 08/02/2016